

*Contract No. 51857*

AGREEMENT  
BETWEEN  
CAPE MAY COUNTY  
CAPE MAY COURT HOUSE, NEW JERSEY  
and  
COUNTY PROSECUTOR  
OF THE COUNTY OF  
CAPE MAY  
and  
PROSECUTOR'S EMPLOYEES ORGANIZATION

COVERING THE PERIOD  
JANUARY 1, 1992 THROUGH DECEMBER 31, 1993

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PREAMBLE

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and the COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY, hereinafter called the "Prosecutor", and the PROSECUTOR'S EMPLOYEES ORGANIZATION, hereinafter called the "P.E.O." or "Organization", represents the complete and final understanding on all the bargainable issues between the parties.

ARTICLE ONE

**PURPOSE**

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1958 and as amended (N.J.S.A. 34:13a-5.1, etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the parties; to prescribe the respective rights and duties of the parties; and to provide for the resolution of legitimate grievances, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the people of the County of Cape May.

## ARTICLE TWO

### RECOGNITION

It is the intention of the parties that this agreement be construed in harmony with the Resolutions of the County of Cape May and the Rules and Regulations of the Cape May County Prosecutor's Office. Where any Resolution or Rule and Regulation, or part thereof, of the County or the Cape May County Prosecutor's Office is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

The County and the Prosecutor hereby recognize the Prosecutor's Employees Organization, as the sole and exclusive collective bargaining representative for all regular full-time employed clerical and stenographic employees by the Cape May County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and all other applicable law.

All technical employees, confidential employees, managerial executives, police, craft employees and supervisors within the meaning of the Act employed by the Cape May County Prosecutor's Office are specifically excluded from this contract.

## ARTICLE THREE

### MANAGEMENT RIGHTS

A. The Prosecutor hereby retains and reserves unto himself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in him prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To exercise all management functions and responsibilities which he as Employer has not expressly modified or restricted by a specific provision of this agreement;
2. To the executive management and administrative control of the County Prosecutor's Office and its properties and facilities and to determine the methods of operation to be offcred by his employees and to direct the activities of his employees;
3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and maintenance of the facilities and equipment of the Prosecutor's Office;
4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause;
5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;

6. To determine the number of employees and the duties to be performed;

7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;

8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Prosecutor's Office;

9. To relieve employees from duty because of lack of work, lack of funding, or legal cause;

10. To determine the amount of overtime to be worked;

11. To determine the methods, means and personnel by which its operations are to be conducted;

12. To determine the content of work assignments;

13. To exercise complete control and discretion over the organization and the technology of performing its work;

14. To maintain the efficiency and effectiveness of the Cape May County Prosecutor's Office;

15. To make or change office rules, regulations, policies, and resolutions as the Prosecutor may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the Prosecutor's Office; and

16. To generally manage the affairs of the Prosecutor's Office, attain and maintain full operation efficiency and productivity and to direct the work force.

B. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a

responsibility of the Prosecutor on behalf of the taxpayers and that the Prosecutor cannot bargain away or eliminate any of its managerial rights.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Prosecutor's Office, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms hereof are in conformity with the Constitution and Laws of New Jersey and of the United States.

D. The Prosecutor and County agree to review and discuss with representatives of the Union any managerial decisions affecting job classification or duty changes which may be created due to the New Jersey Department of Personnel Reclassification, prior to implementation or any other matter which may affect hours, wages or conditions of employment.

E. The Prosecutor and County agree to hold harmless any member of the bargaining unit whose position or job classification may be affected by the New Jersey Department of Personnel Reclassification.

F. Nothing contained herein shall be construed to deny or restrict the County of its powers, rights, authority, duties and responsibilities under the Laws of the State of New Jersey.

## ARTICLE FOUR

### **DEFINITIONS**

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent employee - means an employee who has acquired New Jersey Department of Personnel permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency, provided however, the hours of employment must equal or exceed twenty (20) hours per week.

Seasonal - employees which are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and any employee's unmarried children (including any step-children, legally adopted children and foster children dependent upon employee for complete

support and maintenance and who have been reported for insurance from birth until 19 years of age, or 23 years of age if a full-time student attending an accredited college. Persons insured as employees are not included as dependents.

Grievance - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee. The term "grievance" shall only include disciplinary matters where the penalty imposed on the employee is greater than three (3) days but not appealable to the New Jersey Department of Personnel because not greater than five (5) days. All disciplinary matters where the penalty imposed on the employee is greater than five (5) days will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employees - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal grants.

Anniversary date - date of hire or date of most recent title change or promotion.

## ARTICLE FIVE

### GRIEVANCE PROCEDURE

#### A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Organization.

3. Any grievance may be raised by an employee or by the Organization.

4. Where the problem involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available the individual shall present his complaint to the New Jersey Department of Personnel, directly, in accordance with its rules.

5. Where the dispute involves the discipline of an employee, the following shall apply:

(a) Disciplinary matters where the penalty imposed on the employee is three (3) days suspension or less

are not grievable or subject to appeal by an employee.

- (b) Disciplinary matters where the penalty imposed on the employee is greater than a three (3) day suspension but not appealable to the New Jersey Department of Personnel because it is not greater than a five (5) day suspension shall be subject to the grievance procedure herein.
- (c) Disciplinary matters where the penalty imposed on the employee is greater than a five (5) day suspension will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

**B. Steps of the Grievance Procedure.**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

**Step One:**

- (a) An aggrieved employee shall institute action under the provisions hereof by submitting his/her grievance in writing within five (5) working days after its occurrence to the P.E.O. representatives and with a one (1) copy delivered to the Prosecutor, one (1) copy delivered to the County's Personnel

Officer and one (1) copy to the immediate supervisor of the aggrieved employee. Having completed this, an earnest effort should be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to file her grievance in writing as aforesaid shall be deemed to constitute and abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The immediate supervisor shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

(c) Where the employee has no immediate supervisor, he or she may proceed directly to Step Two hereof, subject to the time limitations provided for filing a grievance as provided under Step One.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the immediate supervisor, the employee may appeal his/her grievance to the Prosecutor within five (5) working days following receipt by the employee of the written determination of the immediate supervisor. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Prosecutor.

(b) The Prosecutor, or his designee, shall render a written decision within ten (10) working days from his receipt of the grievance. Failure to render such written decision within the

time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure, except for grievances involving interpretation and application of the provisions of this contract.

(c) Grievances affecting the interpretation and application of the provisions of this contract not settled through Steps 1 and 2 may be referred to the Public Employment Relations Commission within five (5) days after the determination of the Prosecutor. An arbitrator shall be selected pursuant to the rules of P.E.R.C., however, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Prosecutor. In the event the aggrieved employee elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Organization shall pay whatever costs may have been incurred in the processing of the case to arbitration. The decision of the arbitrator shall be final and binding upon both parties, however, the arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the County and the Organization. Any additional costs shall be paid by the party incurring same.

(d) Nothing herein shall prevent any employee from processing his own grievance, provided representatives of the

P.E.O. may be present at such hearings and provided further that no settlement with any such employee shall violate this Agreement.

## ARTICLE SIX

### **DISCIPLINARY ACTION**

The Prosecutor and County acknowledge the principal of progressive discipline. Depending on the magnitude of the offense, and subject to any other statutory or legal authority vested in the Prosecutor and County, the discipline issued by the county may be in any of the following forms:

- (a) Oral Warning;
- (b) Written Warning;
- (c) Written Reprimand;
- (d) Demotion;
- (e) Minor Suspension -

consists of a suspension up to three (3) days;

- (f) Minor Suspension Subject to Appeal -

consists of a suspension of four (4) or five (5) days;

- (g) Major Suspension -

consists of a suspension over five (5) days; and

- (h) Dismissal.

Providing there is no statutory or legal authority to the contrary, an employee who has been subject to a Minor Suspension Subject to Appeal (either a suspension for four (4) or five (5) days) may appeal such discipline through the Grievance Procedure.

Providing there is no statutory or legal authority to the contrary, an employee who has been subject to discipline of a Major Suspension or Dismissal shall present any appeal to the New Jersey Department of Personnel. No other forms of discipline shall be subject to appeal.

## ARTICLE SEVEN

### **SENIORITY**

A. For purpose of accruing benefits payable hereunder, including but not limited to vacations and sick leave, Seniority shall be defined as continuous employment with the Prosecutor's Office from date of hire.

B. For purposes of promotions or demotion, Seniority shall be defined as length of service from the date of employee's Certification by the New Jersey Department of Personnel in his or her present title, and for those employees who are not subject to the jurisdiction of the New Jersey Department of Personnel, seniority shall be defined as length of service from the date of the employee's appointment to his or her current title.

C. For purposes of layoff, Seniority shall be defined as employee's length of service from his or her date of initial Certification by the New Jersey Department of Personnel as a County employee employed by the Prosecutor.

D. The selection of the employee to be promoted shall be made by the Prosecutor and County in conformity with the New Jersey

Department of Personnel Regulations and State Law.

E. The Prosecutor shall mail or hand deliver to the P.E.O. representatives at the Prosecutor's Office address copies of all Job Opportunity Bulletins, the New Jersey Department of Personnel Test Notifications, and all other correspondence, notices or other materials forwarded to or received from the New Jersey Department of Personnel concerning job openings or opportunities within 72 hours of receipt of transmittal of same.

## ARTICLE EIGHT

### P.E.O. REPRESENTATIVES

A. Accredited representatives of the P.E.O. may enter the Prosecutor's Office facilities at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.E.O. decides to have its representative enter the Prosecutor's Office facilities or premises, it will request such permission from the Prosecutor or his designee, and such permission will not be unreasonably withheld, provided there should be no interferences with the normal operations of the business of the Prosecutor's Office or normal duties of its employees.

B. Two (2) P.E.O. representative may be elected to represent the P.E.O. grievances with the Prosecutor. The P.E.O. shall furnish

the Board of Chosen Freeholders and Prosecutor with a list of the representatives.

C. The Prosecutor and the County agree to give time off the job with pay for P.E.O. Representatives performing their organization duties. The P.E.O. agrees to take all steps necessary to insure that this time is within reasonable limits and does not conflict with the representative's office responsibilities.

## ARTICLE NINE

### **HOURS AND OVERTIME**

#### Section 1. Hours:

A. For all employees in the Prosecutor's Office who are regularly employed clerical and stenographic employees, the basic work day shall be from 8:30 A.M. to 4:30 P.M., with one hour for lunch, Monday through Friday. The time taken for meals shall not be utilized in computing the employee's hourly rate.

B. All hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be compensated at the rate of one and one-half times the straight time rate. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The Prosecutor reserves the right, at his discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half hour. No payments shall be made for an initial period of less than 15 minutes.

C. Compensatory time must be utilized within the calendar year earned. Further, the Prosecutor will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per calendar year.

D. Overtime shall be distributed as equitably as possible in accordance with departmental work rules.

## ARTICLE TEN

### HOLIDAYS

A. The following holidays shall be recognized:

1. New Year's Day	9. Columbus Day
2. Martin Luther King Day	10. Veteran's Day
3. Lincoln's Birthday	11. General Election Day
4. Washington's Birthday	12. Thanksgiving Day
5. Good Friday	13. Day after Thanksgiving
6. Memorial Day	14. Christmas Day
7. Independence Day	15. Three Personal Leave Days
8. Labor Day	

In the event Christmas Day falls on Thursday, the following Friday shall be an additional holiday hereunder.

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of one and one-half the straight time rate for the actual hours working on the holiday, provided, however, that each such employee shall be paid for a minimum of one-half day at the above-prescribed rate.

In addition, employees who are scheduled to work on the recognized days noted in this Article shall be given a day off with pay at a later date in accordance with departmental rules established by the Prosecutor.

C. For employees working five (5) day week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) day work week as described above, holidays will be celebrated on the date on which they actually fall.

D. Personal leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the Prosecutor upon prior request of the employee submitted to the Administrative Secretary. Said request shall be granted, at the discretion of the Administrative Secretary, as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate, but must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) personal day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves County service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time

earned. An employee shall reimburse the County for paid Personal Leave Days used in excess of his or her pro-rated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May.

E. Seasonal employees do not get paid for holidays unless they actually work on the holiday. Seasonal employees do not earn vacation, sick leave, or personal leave days.

F. All part-time employees shall receive holiday credit allowance as follows: One (1) holiday will be earned for each nineteen (19) days worked. Maximum holidays that can be earned in any calendar year is fourteen (14) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the nineteen (19) days referred to above. Part-time employees shall earn one (1) personal leave day for each forty-nine (49) days worked to a maximum of three (3).

G. To be entitled to Holiday Pay, an employee must be present the last scheduled work day prior to the holiday and the first scheduled work day after the holiday except for a bona fide authorized absence.

## ARTICLE ELEVEN

### VACATIONS

A. Annual vacation leave with pay shall be granted to employees according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
1st year	1 per full month employed
2nd - 10th year	12 annually
11th - 15th year	15 annually
16th - 20th year	17 annually
21st - 25th year	20 annually
25 + years	25 annually

Permanent part-time employees shall receive vacation credit allowance as provided below.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the County. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January<sup>1</sup> 1st of said year. An employee who leaves County service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves County Government service shall be paid for unused earned vacation leave. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. An employee who exhausts all

paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

D. Permanent part-time employees shall receive vacation credit allowance on the following basis: One vacation day will be earned for each twenty-two (22) days worked. Maximum vacation days that can be earned in any calendar year is twelve (12) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the twenty-two (22) days referred to above.

## ARTICLE TWELVE

### **HEALTH BENEFIT PROGRAM**

1. The County will provide a Health Benefit Program which includes the following coverage:

A. A Hospitalization-Surgical-Medical Benefit Plan.

Effective upon the signing of this agreement, a One Hundred (\$100.00) Dollar Co-Payment shall apply to each Hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.

B. An unlimited maximum on Major Medical coverage after an initial \$200 Individual Deductible/\$400 Aggregate Deductible with 80% Co-Insurance up to \$2,000.

C. An eye care coverage plan for all employees and their dependents covered under this Agreement.

D. A Prescription Insurance Plan for all employees and their dependents with a \$5.00 Co-Pay with an alternate zero (0) Co-Pay for Generic Drugs.

E. A disability coverage insurance plan with benefits of \$90 per week for a period of thirteen (13) weeks.

F. Life insurance coverage for each employee in the amount of \$5,000.

G. A Full Family Dental Care Plan.

H. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty-five (25) years of service with the County of Cape May until the death of the employee.

2. Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and receive a payment of \$500 per annum pro-rated for the period of time each calendar year that coverage does not apply to the employee. Checks for opting-out will be issued on or about December 1st of each year.

3. In the event a husband and a wife are both employed by the County, Health Care Insurance Coverage provided hereunder shall be afforded to only one designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$500 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each

calendar year. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$500 payment shall be prorated.

4. Employees who do not work a minimum of twenty (20) hours per week shall not be covered by the County's Health Benefit Program set forth above.

5. The County reserves the right to review and change the Health Benefit Insurance Coverage set forth above or to implement a Cape May County Self-Insured Health Benefits Plan during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverage.

6. In the event an employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the employee may apply for a Leave of Absence and such leave will not be unreasonably denied.

## ARTICLE THIRTEEN

### SICK LEAVE

#### A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of

emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

\* SEE #4 on page 25

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified prior to the employee's starting time.

a. Failure to so notify the Prosecutor or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Verification of Sick Leave

(a) An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the Prosecutor and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

2. The Prosecutor may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. The Prosecutor may adopt such other sick leave verification procedures that are reasonable and which the Prosecutor and County deem appropriate.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the

employee's municipality of residence shall be required prior to the employee's return to work.

(c) The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

E. Part-Time Sick Leave

Part-time employees shall receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned is fifteen (15) days per year. Any vacation sick leave, or administrative leave days that have been earned and used are included in the seventeen (17) day total referred to above.

F. Sick Leave Payment at Retirement

At retirement, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of \$12,000.

\* #4 (from page 23)

An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her pro-rated and accumulated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service with the County of Cape May.

## ARTICLE FOURTEEN

### **WORKMEN'S COMPENSATION/INJURY LEAVE**

Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the County with the same benefits as provided pursuant to N.J.S.A. 34:15-1, et seq. (the Workmen's Compensation Act of New Jersey). The County self-insures coverage required by this Act and these coverage are provided subject to the following conditions:

1. The disability must be due to an injury or illness resulting from the employment.

(a) Injuries or illnesses which would not have occurred but for a specific work-related accident or condition of employment are compensable.

(b) Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.

(c) Illnesses which are generally not caused by a specific work-related accident or condition of employment, are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work-related.

(d) Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the employee

thereby causing the illness, and the claim is supported by medical documentation.,

(e) An injury or illness not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

2. Any accident resulting injury for which the employee seeks compensation must occur on the work premises.

(a) Work premises are the physical area of operation of the County, including buildings, grounds and parking facilities provided by the County.

(b) An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between work stations.

3. For the injury to be compensable, it must occur during normal work hours or approved overtime.

(a) Injuries which occur during normal commutation between home and the work station or home and a field assignment are not compensable.

(b) Injuries which occur during lunch or break periods are not compensable. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

4. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for

completing a written report on the matter within five (5) days or as soon as possible thereafter. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness.

(a) The County may require the employee to be examined by a physician designated and compensated by the County.

Whenever the County-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work, shall continue to accrue sick leave credits while he or she remains on the payroll.

5. The County may, in its discretion and at its sole option, require or permit an employee who is off on Worker's Compensation leave to perform "light duty" if the County determines it is available.

6. Whenever an employee is disabled through injury or illness as a result of or arising from employment with the County and is eligible for Worker's Compensation Benefits as provided for above, the employee shall be granted total benefits as follows:

(a) First twenty (20) work days during which worker's Compensation benefits are paid - one hundred (100%) percent of employee's base wages.

(b) Next thirty (30) work days during which Worker's Compensation benefits are paid - ninety (90%) percent of employee's base wages.

(c) Next thirty (30) work days during which Worker's Compensation benefits are paid - eighty (80%) percent of employee's base wages.

(d) Thereafter, such amounts as are payable under the Worker's Compensation Law of New Jersey.

Payments provided in subsections (a), (b), and (c) are total payments and are not in addition to payments made pursuant to the Worker's Compensation Law.

#### MATERNITY LEAVE

(a) Permanent employees covered by this contract shall be entitled to pregnancy - disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.

(b) Pregnancy - disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave. Request for such leave must be made by the employee in writing to the County of Cape May.

(c) The County of Cape May may request acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

(d) An employee may use accrued leave time (e.g. sick, vacation, personal days) for pregnancy - disability purposes,

however, the employee shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy - disability.

## ARTICLE FIFTEEN

### FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family as provided below. Funeral leave shall commence upon notification of death and shall terminate the second day following interment. Funeral Leave is for the purposes of attending the funeral of the decedent and/or making funeral arrangements relating thereto.

Up to a maximum of three (3) days for the death of: husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, grandchildren, and step-parent and step-child who reside in the employee's residence.

One (1) day, if necessary, for the death of: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

B. Request for funeral leave shall be subject to the approval of the Prosecutor. Such approval shall not be unreasonable denied.

C. In the event the services for the deceased are held out of state, the employee may charge any additional days in excess those provided in Paragraph A hereof, to sick leave.

## ARTICLE SIXTEEN

### **SALARIES AND COMPENSATION**

A. The wages for employees hereunder shall be as provided in "Schedule A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate resolution to be adopted by the County. The wages outlined in accordance with Exhibit "A" attached hereto shall be the wages paid to all employees employed as of the date of the signing of this Agreement, and whose names appear on said Exhibit "A".

There shall be no Salary Guide for employees covered under this Agreement. New employees shall be hired at a salary established by the Prosecutor after consultation with the County.

B. Wages paid to employees hereunder shall be retroactive to January 1 of each respective year of this Contract, as set forth on Exhibit "A" except that no employee shall be entitled to the increased salaries set forth on Exhibit "A" unless such increase has been approved by the Prosecutor in accordance with the Prosecutor's annual Merit/Evaluation System, a copy of which is attached hereto as Exhibit "B".

## ARTICLE SEVENTEEN

### **LONGEVITY PAY**

No longevity pay is payable to any employee covered by this Agreement.

## ARTICLE EIGHTEEN

### SHIFT DIFFERENTIAL

During the tenure of this Agreement, there shall be no shift differential provided in any departments covered by this Agreement.

## ARTICLE NINETEEN

### BULLETIN BOARDS

Bulletin boards shall be made available by the County and shall be designated "P.E.O. Bulletin Boards." These bulletin boards may be utilized by the P.E.O. for the purpose of posting P.E.O. announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

## ARTICLE TWENTY

### WORK RULES

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided the same are not contrary to this agreement and further provided that the P.E.O. shall have the right to grieve with reference to same within ten (10) working days after the same are posted or disseminated and/or copy sent to the P.E.O.

ARTICLE TWENTY-ONE

NO-STRIKE PLEDGE

A. The P.E.O. covenants and agrees that during the term of this agreement, neither the P.E.O. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County and/or the Prosecutor's Office. The P.E.O. agrees that any such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an P.E.O. member shall entitle the County and/or the Prosecutor to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law where applicable.

C. The P.E.O. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County or the Prosecutor's Office.

D. Nothing contained in this agreement shall be construed to limit or restrict the County or the Prosecutor in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.E.O. or its members.

## ARTICLE TWENTY-TWO

### NON-DISCRIMINATION

A. There shall be no discrimination by the parties hereto against an employee on account of race, color, creed, sex, age, marital status, or natural origin.

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or the Prosecutor or any of their representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Organization, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the Organization.

## ARTICLE TWENTY-THREE

### FAIR LABOR STANDARDS ACT

It is acknowledged that commencing on April 15, 1986, the County may be required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to certain employees covered by this Agreement. The County reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

1. The exercising of any election or option available to it under FLSA or the regulations;
2. The awarding of compensatory time in lieu of monetary compensation for overtime;
3. The establishing of procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments pursuant to this Agreement against any overtime obligation incurred under FLSA; and
5. The establishing of such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA and the regulations promulgated thereunder.

## ARTICLE TWENTY-FOUR

### SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent

jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE TWENTY-FIVE

### FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

## ARTICLE TWENTY-SIX

### TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1992 to December 31, 1993. This agreement shall continue in full force and effect from year to year thereafter, unless any party gives notice to the other parties, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

PROSECUTOR'S EMPLOYEES  
ORGANIZATION

By: Victoria J. Gurusky

Attest:

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THE COUNTY OF CAPE MAY  
BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY

By: William E. Brown

Attest:

Shane T. Rutherford  
Clerk of the Board

PROSECUTOR, COUNTY OF CAPE MAY

By: John O'Neil Prosecutor

EXHIBIT "A"

SCHEDULE OF WAGES

<u>Name</u>	<u>1992 Salary</u>	<u>1993 Salary</u>
Jurusz	\$26,500	\$27,800
Libro	\$26,000	\$27,300
Moran	\$19,000	\$20,000
Brady	\$17,100	\$18,000
Alburger	\$18,100	\$19,000
Schleiff	\$17,100	\$18,000
Pitman-Hanson	\$17,100	\$18,000
Coyle	\$15,100	\$16,000
Lentz	\$14,000	\$15,000
Bailey	\$14,000	\$15,000

EXHIBIT "B"

MERIT/EVALUATION SYSTEM

Details

1. A merit-evaluation system for personnel in the Office of the Prosecutor is hereby established.
2. The attached evaluation report is approved for this purpose.
3. All regularly employed clerical and stenographic personnel will be evaluated semi-annually, once in April and once in October.
4. Clerical and stenographic employees shall be evaluated by the Administrative Secretary.
5. Three signatures shall appear on each evaluation; that of the rater, the ratee and the reviewer.
6. The reviewer shall be the Chief of County Detectives.
7. Each ratee shall be evaluated in nine categories.
8. Each category will receive a mark of 1, 2 or 3. 1 denotes acceptable, 2 indicates some improvement needed, and 3 signifies unacceptable.
9. The narrative portion of the report will be utilized in all evaluations. If, in any of the evaluation categories a mark other than "1" appears, the rater will use this space to explain, with as much specificity as possible, the underlying reasons. The narrative portion may also be utilized to discuss the ratee's strengths, achievements, goals, isolated errors or problems not serious enough to warrant a 2 or 3, or any other aspect of the ratee's performance not covered by the designated evaluation categories.
10. The Chief of County Detectives is empowered to alter, with the knowledge of the ratee, any of the numbered evaluation categories and make additional comment or observations in the narrative portion of the report. Should this occur, the Chief of County Detectives shall create an Administrative Report indicating the change and his reasons, and attach same to the Evaluation Report. The numbered marks and narrative on the original Evaluation Report will not be altered.
11. Evaluation reports shall be made in the original only and retained in the confidential file of the Chief of County Detectives.

MERIT/EVALUATION SYSTEM  
(continued)

EVALUATION CATEGORIES DEFINED

Job Skills

This category involves the use of an employee's skills and the knowledge of her primary position within the office and that of her backup position(s).

Equipment Care

Refers to the proper maintenance and appearance of all county-owned equipment utilized in the performance of duty. It includes, but is not limited to, typewriters/computers, copiers, office spaces and supplies.

Observance of Work Hours and Regulations

Self-explanatory.

Attitude

One of the single most important aspects of an individual's employment, attitude is reflected by the manner in which an employee relates to citizens, co-workers and such other persons as she may come in contact with during the performance of her duties. It bears on an individual ability to project a professional, positive image of the Prosecutor's Office in public contacts and

the use of personality skills to promote a cooperative, harmonious atmosphere among fellow employees in the attainment of office objectives.

Initiative

This element is closely associated with attitude. It bears directly on the individual's desire to perform well and is a measure of the employee's motivation, enthusiasm and willingness to accept responsibility. It also relates to applying extra effort in sensitive or complicated investigations and performing, without instructions, in a manner that reflects credit on the office and herself.

Personal Appearance

Consistently appropriate appearance with respect to dress and grooming is required of all clerical and stenographic personnel.

Accepts Direction

Relates to an employee's ability to accept and follow instructions. It also involves the manner in which directions are executed, with emphasis on being prompt, thorough and cooperative regarding a given assignment or instruction.

### Job Performance

Job performance is a measure of how an employee accomplishes assignments. It encompasses the use of common sense and good judgment along with the ability to plan and organize daily activities.

### Stress Management

Measures an employee's reaction to stressful situations and job frustration. It reflects the employee's capacity to be effective, reasonably calm and productive when working under adverse circumstances and conditions.

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Chancery No. 585

**BOARD OF CHOSEN FREEHOLDERS**  
**CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**  
**No. 281-92**

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT BETWEEN CAPE MAY COUNTY AND THE COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY AND PROSECUTOR'S EMPLOYEES ORGANIZATION.

WHEREAS, an agreement has been reached by and between Cape May County and the County Prosecutor of the County of Cape May and the Prosecutor's Employees Organization covering the period January 1, 1992 through December 31, 1993, and it is desired to authorize the execution of a formal written contract;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Cape May, that the proper officers of the Board, to wit, the Director and the Clerk of the Board, be and they are hereby authorized and directed to execute a contract between Cape May County and the County Prosecutor of the County of Cape May and Prosecutor's Employees Organization, in the form attached hereto and by this reference made a part of this resolution as Schedule "A".

cc: Prosecutor's Employees Organization  
Prosecutor's Office  
County Treasurer  
Personnel (2)  
Mr. Pepper, Esquire  
County Counsel  
File: Union/Prosecutor

Offered by

*Sh. Phillip Sheets*

Seconded by

*Diane E. Rudolph*

STATE OF NEW JERSEY  
COUNTY OF CAPE MAY ss.

I, Diane E. Rudolph, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 24th day of March 1992

Signed,

*Diane E. Rudolph*

Clerk of the Board.

Roll Call	Ayes	Nayes	Abstain	Absent
Mr. Sturm	✓			
Mr. Beyle	✓			
Mr. Jessel	✓			
Mr. Sheets	✓			
Mr. Evans	✓			